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## **Writing a Speaker Agreement That Agrees with Everyone**





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**T**he conference went off without a hitch. Your attendees left with notebooks filled with new information, business cards of new contacts and smiles on their faces. You've flipped through the evaluations and found them filled with glowing comments so you pack up and head home convinced that meeting planning is a great job. It is amazing how a few days can change your opinion.

Then you receive an invoice from one of your keynote speakers with a charge for first class airfare. It's not that the charge is extravagant, but it does put your budget out of whack because the speaker agreed to take a red-eye flight to the program. If you had known ahead of time, you could have adjusted your figures, but now it will just show up as an overage. Perhaps the problem could have been avoided with a thorough speaker agreement.

A meeting's success often depends on the details-on diligence and organization in all steps of the planning process. Since survey after survey report that attendees judge a meeting's success on educational content first, your speakers are a critical component of your planning. Developing and using an effective speaker agreement can be the foundation of your planning. By covering these elements in your agreements, you can go a long way towards a "no surprise" meeting.

Professional speakers are likely to have a speaker agreement that they tailor for each client or presentation. In cases where you must prepare your own agreement, here are some things to consider.\*

### **Put the Relationship First**

Writing a speaker agreement that meets the objectives of both parties can be a tricky process, but seeing the other party as an ally working towards a common goal facilitates this process. Professional speaker and attorney Jeff Blackman, CSP, JD, stresses, "When crafting an agreement, the written word is important. Yet more important is the strength and value of the relationship." By focusing on the relationship you are building with the other party, both sides will be much more likely to work through problems or discrepancies that may arise.

Linda Byars Swindling, a professional speaker that speaks on avoiding lawsuits and is known as "The Peacemaker," practices what she preaches every time she works with meeting professionals. During one speaking engagement, Swindling truthfully recorded in her expense report that she had a hot dog and lemonade for her lunch instead of reporting that she had an expensive meal. Later, when she asked the client if they needed the receipt for materials she had charged to them, they said they did not need proof from the "hot dog and lemonade lady." By treat-

\* The content of this article should be used for informational purposes and not be considered legal advice.



ing all interactions as an opportunity to grow a relationship, you pave the way for smooth negotiations and a successful event.

### **Use Simple Language**

The most important thing to consider when you are writing a speaker agreement is the impression you make on the other party. Using sound judgement on what to include in the agreement will prevent the document from becoming too bulky or restrictive.

Geoff Bryan, JD, attorney and professional speaker, offers this advice, “You must look at the speaker agreement as a tradeoff. Is it worth risking the relationship with an intimidating, legalistic document? You run the risk of the other party viewing you as a person who walks around with a dark cloud over everything.”

Blackman suggests writing these agreements with simple, friendly and non-threatening language. For example, in his “agreements”...not “contracts,” he makes “requests” versus demanding “terms.” A “request” might include an “initial investment” versus a “down payment.” Blackman says, “Why should I ever ask a client to make a payment that might get ‘em down!”

### **Get Legal Advice**

James E. Anderson, a senior partner at the law firm Howe, Anderson & Steyer, P.C., which specializes in meetings, travel and hospitality law, advises getting some legal advice when initially drafting your agreements or contracts. Speakers and meeting professionals who take advantage of this will find that they can bypass the common mistakes made by others.

### **Fundamental Elements of a Speaker Agreement**

A well-written speaker agreement depends on the inclusion of several fundamental elements. Choosing which elements to include is like ordering from an a la carte menu and selecting the components based on the situation and event.

The details for much of the information may be unknown since many events are booked far in advance, but it good to at least address the timeline and add specifics as the event evolves.

**Names and Addresses of the Parties** Include organizational information and contact information for all parties involved. When identifying the parties throughout the contract, avoid using “party of the first part,” “party of the second part.” Instead, refer to parties by their last name or as “meeting planner” and “speaker.”

**Date, Time and Place of the Event** The date, time and place of the event is essential in any agreement. It is most helpful if the agreement states the arrival time, start time and end time of the event keeping in mind that the speaker is not obligated to stay longer than the contractual time. However, many speakers will arrange their schedules if they are informed in advance of a special event.



**Topic Description** By providing a complete description of the topic to be presented and specific points to be covered in the agreement, both speaker and sponsor have clearly outlined expectations.

**Presentation Length** The presentation length includes accurate start and stop times, breaks and activities, or a complete timeline.

**Speaker Biography** If needed, the agreement can contain a request for the speaker's biography, picture and introduction with a deadline and delivery information.

**Number of Expected Attendees** Noting a realistic number of expected attendees in the agreement allows the speaker to tailor the message and other elements of the presentation accordingly.

**Audience Background** A precise audience description consists of specific information such as gender, average age, educational background, professional expertise and any other relevant information. This helps a speaker mold the presentation to fit the group.

**Room Setup** Many speakers recommend the style for seating, but the meeting planner's inclusion of size specifications for the room, including height, door location and presence of any stationary objects assists this process. If other events dictate the room setup for the day, notify the speaker or the layout in advance.

**Audio/Visual** Incorporating the procedure for notifying the meeting professional of audio/visual and sound amplification needs with a deadline and contact information for changes assures that everyone is on the same page. A form in which a speaker can check off a list of A/V needs is particularly helpful.

**Handouts/Materials** This is the procedure for requesting handouts and support materials from the speaker including any financial responsibility for copies and delivery.

**Cancellation Policy** It is advisable to include a cancellation policy that is very specific as to the procedures to be followed if an event must be rescheduled or a speaker needs to cancel. Be very clear as to the payment that is due, processes to be followed and notification dates.

**Signature/Date** An agreement should have places to sign and date as well as the title or authority of the people signing. Adding initialized areas to pertinent points in the document is also recommended.

**Other Elements of the Speaker Agreement** Here are some elements of the speaker agreement that require thorough explanations.

**Payment to Speaker** Financial responsibility for a speaker's travel, lodging and expenses should be clearly stated, with detailed explanations for the level of



accommodations allowed. Whenever possible, include the schedule of payment and the level of documentation that the speaker needs to provide.

Anderson says, "Problems associated with payment of speakers' expenses can easily be avoided by contractually stating the level of accommodations allowed for airfare, transportation, meals and any other expenses that may arise." By being proactive and providing explicit provisions in the agreement, the meeting planner will avoid surprises when the bill arrives.

**Additional Events for Speakers** Events such as photo sessions, mingling events and book-signings that the speaker is asked to attend in addition to the presentation may need to be included in the agreement. These arrangements may incur additional expenses for the meeting planner, and speakers typically charge attendees for books provided at the signings.

**International Presentations** For speaking engagements outside of the United States, determine who will arrange work permits for the presenters and state that arrangement in the agreement. It is important to research this well in advance of the event, as immigration and customs laws may prohibit a person from entering the country if he/she is being compensated. The presenters should also be responsible for gaining the appropriate permits and licenses for collateral material in time for shipment.

**Legal Elements to Consider** Legal clauses have maneuvered their way into speaker agreements due to the increase in industry lawsuits. As the cost and value of such events multiply, so does the need for meeting planners and speakers to consider legal aspects in the agreement.

**Non-Compete and Non-Disclosure Clause** In situations where the meeting planner requests the presenter to create materials for the sole purpose of the organization, a contractual non-competes clause may be written to prohibit the use of the collateral to any competitive organization. At the very least, it is advisable to write a non-disclosure clause to protect a client's private information.

**Publishing Rights** The meeting planner must gain written permission from the speaker to publish or sell tapes and transcripts of the presentation and written materials that the speaker provides.

**Choice of Law** By including this clause, the party is declaring the state and jurisdictions in which the contract would be tried in if there were legal disputes to solve.

**Final Advice** Problems and misunderstandings between speakers and meeting professionals most often occur when elements of the agreement are not explained with enough detail or when one or both parties do not take the time to read an agreement for the fear of not understanding the content or looking as if they don't trust the other party.



Swindling can testify that you not only want to read the agreement so you know what you are signing, but because you might catch an unintentional error.

About 30 minutes prior to a live broadcast, a client handed Swindling a contract that was completely different than the original contract they had written. This new contract would give up all her video rights for the broadcast she was about to do. Although they did not have time to rewrite the contract, she made them sign a handwritten paper that noted all the major points. After the broadcast, the client realized that they had simply printed the wrong contract. Swindling would have never caught this error had she not read the agreement prior to signing.

The National Speakers Association (NSA) is the leading organization for experts who speak professionally. NSA's 4,000 members include experts in a variety of industries and disciplines, who reach audiences as trainers, educators, humorists, motivators, consultants, authors and more. Since 1973, NSA has provided resources and education designed to advance the skills, integrity and value of its members and speaking profession.

Visit NSA's Web site at [www.nsaspeaker.org](http://www.nsaspeaker.org).

*NSA: The Voice of the Speaking Profession®*

# Contract Features



**1. Date of Contract Execution**—Avoid an “as of” date because it testifies that the contract was not actually signed on that date.

**2. Contact Information**—Refer to parties by last name or as “meeting planner” and “speaker”

**3. Date, Time and Place of Event**

**6. Topic Description**—Be as specific as possible

**7. Audience Profile**—A precise audience description consists of specific information such as gender, average age, educational background and professional expertise.

**8. Room Specifications**—Most speakers will recommend the style for seating. The meeting professional should include specifications such as height, door location and presence of stationary objects.

**9. Audio/Visual/Special Requests**—The speaker should provide a list of audio/visual needs as well as special requests.

**10. Speaker Biography**—Information on how and when the biography should be delivered

**11. Handouts/Materials**—Speaker should state procedure for ordering materials

**4. Number of Attendees**—Noting a realistic number of expected attendees allows the speaker to tailor the message accordingly.

**5. Presentation Length**—Keep in mind that the speaker is not obligated to stay longer than the contractual time.

Date of Contact Execution: **1** \_\_\_\_\_

<p><b>Contact Information</b></p> <p><b>Organization</b> <b>2</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p><b>Presenter</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p><b>Program</b></p> <p>Date of Event: <b>3</b></p> <p>Program Start: <b>5</b></p> <p>Topic Description: <b>6</b></p>	<p>Number of Attendees: <b>4</b></p> <p>Finish: _____ Breaks: _____</p>

**7** Audience Profile: \_\_\_\_\_

Company or group conducting meeting: \_\_\_\_\_

Location of meeting: \_\_\_\_\_

Room specifications: **8** \_\_\_\_\_

Address of meeting: \_\_\_\_\_

Contact at the meeting: \_\_\_\_\_

**9** Special requirements of speaker: \_\_\_\_\_ 35mm slide projector with wireless remote, screen and small table in front

**10** Speaker Biography: Will be delivered 2 weeks prior to event via fax

Handouts/Support Materials: Client to order materials 4 weeks prior to event.

Quantities greater than 250 will be invoiced to client. **11**

**Program Fees and Expenses**

Program fee \$ \_\_\_\_\_ (plus expenses)

Deposit: US\$ (50% of program fee to be paid upon confirmation of booking)

Balance of fee \_\_\_\_\_ to be paid to speaker at event prior to presentation.

Check payable to Speak Inc.

**Accommodations & Transportation**

Round trip airfare full coach US \$ \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_

Ground transportation: includes taxi cabs or car rental to and from event plus gratuities

Hotel accommodations: includes meal and gratuities (billed direct to client)

Number of nights: \_\_\_\_\_ (with guaranteed late arrival)

Hotel: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: **12** \_\_\_\_\_ Title: \_\_\_\_\_

Speaker \_\_\_\_\_ Client \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**12. Signature/Date**—The agreement is only legally binding when both parties have signed and dated the agreement. Adding initialized areas to pertinent points in the agreement is also recommended.